



City of Roanoke Invitation for Bid

Date: November 17, 2006

Bid Number: 07-11-02 Rear Loading Refuse Body		Bid Opening Date: December 1, 2006		
		Bid Opening Time: 2:00 p.m.		
«Vendor_Name» «Vendor_ContactName» «Vendor_Address» «Vendor_City» «Vendor_State» «Vendor_Zip»				
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Telephone:		E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting bid:				
Signature:		Date:		
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 353 Roanoke, VA 24011		Stanley Wells, Procurement Technician Phone: 540-853-2873 Fax: 540-853-1513 Email: stanley.wells@roanokeva.gov	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

No bid may be withdrawn within a period of sixty (60) days after bid opening except for clerical errors, part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

The City reserves the right to cancel or reject any or all bids and to waive any informalities in any bid.

This Invitation for Bid consists of these parts:

- | | |
|---|--|
| 1. Specifications/Instruction for Bidders | 3. Specifications (Attachment B) |
| 2. Bid Form (Attachment A) | 4. Insurance Requirements (Attachment C) |
| 5. Terms & Conditions (Attachment D) | |

SPECIFICATIONS FOR BID

SECTION 1. PURPOSE.

The purpose of this Invitation for Bid (IFB) is for the procurement of a twenty-five (25) cubic yard rear loading refuse body. The City of Roanoke invites qualified bidders to submit a bid. Bidders responding to this IFB must be responsive and responsible bidders.

SECTION 2. SPECIFICATIONS.

The services and/or items the Successful Bidder will be required to provide to the City and/or to meet is attached hereto as Attachment B to this IFB and incorporated herein by reference.

SECTION 3. TERM.

All items set forth on the Bid Form (Attachment A) to this IFB shall be delivered within thirty (30) days following issuance of a purchase order.

SECTION 4. PAYMENT FOR SERVICES.

Payments to the Successful Bidder shall be made within 30 days after receipt of invoice and approval of such invoice by the City

SECTION 5. GENERAL INSTRUCTIONS TO BIDDERS.

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 353, Roanoke, Virginia 24011, on or before 2:00 p.m., local time, on December 1, 2006, at which time all bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids.

The mailed envelope shall be clearly marked on the front of that envelope, the notation and completed information as follow:

“Sealed Bid Number: 07-11-02 Opening Date: December 1, 2006 and Time: 2:00 p.m.”.

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. **If you download this IFB from the City website, and intend to submit a bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the IFB and want to receive any addenda issued. The City is not responsible for any IFB obtained from any source other than the City, and may not accept bids from those who download this IFB and fail to notify the City of their intent to submit a bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at stanley.wells@roanokeva.gov**

- C. Payment terms and delivery date(s) must be shown on the submitted bid, if applicable.
- D. All bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation for Bid (IFB).
- E. Bids are to be on the Form as provided by or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person must be shown as well. Any bid submitted must be submitted in the complete legal name of the Bidder responding. No bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia §2.2-4330 which allows withdrawal of a bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid. Withdrawal must be requested within two days of the bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this bid.
- I. Bids are to be submitted on the brand, make and kind of product or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a bid be for a product or service as an equal, the name, make, model and type of that which is being bid must be clearly stated. The bid must also be accompanied by descriptive literature of the product or service bid to allow for evaluation. Failure to provide this information may result in the bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 353, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder(s), will be issued and sent to the address shown on their bid response. Upon completion of the purchase order, payment will be made only to the Successful Bidder at the address as shown on the purchase order. If the remittance address is other than the address on the bid, it must be clearly noted and explained in your bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this Invitation for Bid, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY.**

- L. The City reserves the right to cancel or reject any or all bids, to waive any informalities in any bid and to purchase any whole or part of the items or services listed in the IFB.
- M. It is the policy of the City of Roanoke to maximize minority and women-owned business enterprises participating in all aspects of City contracting opportunities.
- N. Each Bidder is to state whether or not any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 5 of this IFB, apply to this IFB.
- O. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the bid being rejected as nonresponsive.**
- P. **Bid Submittals shall include:**
 - 1. Page 1, Invitation for Bid Coversheet
 - 2. Page 8, The Bid Form (Unit Cost shall include all labor, material, overhead and profit.)
 - 3. Pages 9-17, Specifications**Failure to do so may result in the bid being determined as nonresponsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division
Noel C. Taylor Municipal Building
215 Church Avenue SW, Room 353
Roanoke, Virginia 24011**

- Q. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- R. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- S. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this IFB, unless

specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.

- T. General and/or technical questions regarding the Scope of Services and/or project requirements under this Invitation for Bid may be directed to Demond Hammond, Project Support Assistant, at 853-5461, general and/or technical questions regarding this Invitation for Bid may be directed to Stanley Wells, Procurement Technician, at (540) 853-2873, or faxed to (540) 853-1513.

SECTION 6. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

To determine the lowest responsive and responsible bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended bid price as set forth on the Bid Form.
- B. The specified terms and discounts of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- D. Whether the bidder can perform the Contract or perform the service promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance of previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract, purchase or service;
- H. The equipment and facilities available to the Bidder to perform the Contract or provide the service, and/or items.
- I. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service, and/or items.
- J. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required;
- K. The ability of the Bidder to provide future maintenance, parts and service for the use of the subject of the purchase or Contract;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Invitation for Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, suitability for a particular purpose and life cycle cost. The City, in its sole discretion, may elect to waive an informality in any Bid.

SECTION 7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.

The following applies to the Successful Bidder:

1. During the performance of the contract, the Successful Bidder agrees as follows:
 - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

SECTION 8. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR.

All public bodies shall include in every contract over ten thousand dollars (\$10,000.00) the following provisions:

The following applies to the Successful Bidder:

During the performance of the contract, the Successful Bidder agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder that the Successful Bidder maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousands dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a drug free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to on Attachment C to this IFB, but shall include workers' compensation coverage regardless of the number of employees.

SECTION 10. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

If the bid by the lowest responsive and responsible bidder exceeds available funds, the City reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

SECTION 11. BID AWARD.

If an award of a purchase order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the announcement of the decision to award will be made by posting a notice of such award or announcement in the foyer area of the 2nd Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. The City reserves the right to award to multiple Bidders.

SECTION 12. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 13. HOLD HARMLESS AND INDEMNITY.

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Purchase Order, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Purchase Order.

SECTION 14. PROTESTS.

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

SECTION 15. INFORMATION ON PURCHASE ORDER TO BE AWARDED.

The Terms and Conditions marked as Attachment B to IFB No. 07-11-02 contains Terms and Conditions that the City plans to include in any purchase order that may be awarded, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the Sample or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

ATTACHMENT A

To

IFB #07-11-02

BID FORM

ITEM	BID
Twenty-five (25) cubic yard rear loading refuse body	\$ _____

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ____ does have ____ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____

If Bidder has another type of Virginia License, please list the type and number:

Type of license _____ and number: _____.

Bidder is a __ resident or __ nonresident of Virginia. (Check appropriate blank. See VA Code sections 54.1-1100, et seq.

The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

ATTACHMENT B

To

IFB #07-11-02

SPECIFICATIONS

Each bidder shall complete fully the specifications columns on the right of the following Specifications. Completed data shall be submitted with each bidder's bid.

25 CUBIC YARD REAR LOADING REFUSE BODY

CITY SPECIFICATIONS

DEALER SPECIFICATIONS

25 cubic yard capacity

Approximate 3.7 cubic yard hopper.

Body Construction/Dimensions

Roof shall be constructed of minimum 10 gauge 100,000 PSI yield steel and shall be curved without use of crossmembers. Roof seams shall be fully welded. Floor and roof shall be constructed of a minimum of 100,000 PSI yield steel.

Side sheets shall be constructed of minimum 10 gauge 100,000 PSI yield steel.

Body sides shall have minimum 3/16" 50,000 PSI yield steel liner installed in the rear, extending forward approximately 48".

Floor to be constructed of minimum 1/4" 100,000 PSI yield steel. Floor shall be flat throughout, troughs or valleys are not acceptable.

Two (2) "V" type longitudinals formed of minimum 3/16" 50,000 PSI yield steel, internally gusseted, shall be provided for the full length of the body. "V" type longitudinals shall provide superior floor support without the use of crossmembers. Longitudinals shall approximately be 6-1/2" high with approximately 11-3/8" of width at the floor sheet and approximately 3" of width at the truck frame.

CITY SPECIFICATIONS

Horizontal braces (four per side) shall be formed of channel approximately 5" x 3", minimum of 10 gauge 50,000 PSI yield steel. Braces to run full length of body sides uninterrupted for continuous linear support. Braces shall be fully welded to body sides. Top leg of braces shall be tapered to shed elements and eliminate rust pockets.

Rear body corner post shall be constructed of minimum 3/16" 50,000 PSI yield steel, four 3/4" x 6" and internally gusseted.

Hopper capacity minimum of 3.7 cubic yards, (TBEA rating). Hoppers with factory or vendor build ups to achieve greater capacity will not be considered.

Loading height up to 5-1/2" minimum below chassis frame height.

Inside hopper width minimum 80".

Loading opening minimum 80" wide X 64" high.

Tailgate Construction

Hopper lower sides to be a minimum 1/4" 100,000 PSI yield steel. Upper sides, minimum 3/16" 50,000 PSI yield steel. The sides shall be free of tracks, slots or openings.

Tailgate side reinforcements shall consist of six approximate 3/16" x two approximate 15/16" 3/16" 50,000 PSI yield and approximate 6" x two approximate 15/16", 12 Ga. 50,000 PSI yield formed steel channels fully welded to the perimeter of the tailgate side sheets. Additional tailgate side reinforcement from 6" x two approximate 1/4" channel braces formed from 10 Ga. and 12 Ga. 50,000 PSI yield steel.

Hopper floor and hopper sill shall be a minimum of 1/4" 100,000 PSI yield steel. Forward area of hopper floor to have minimum 10" x 80" x 1/4" 100,000 PSI yield liner plate. Hopper load sill to be reinforced by minimum 1/4" 50,000 PSI yield formed box section 10-7/8" x 10".

Tailgate shall be securely hinged to body at roof line using heavy duty flame cut hinges. It shall be raised for load ejection by two 4" I.D. double-acting hydraulic cylinders.

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

Tailgate shall be equipped with automatic tailgate locks. Lock/unlock controlled by activation of a single control lever located on the left front of body next to the ejector panel control. Use of manual screw clamps or turn buckles to secure tailgate will not be acceptable.

An extruded rubber gasket shall be securely affixed to the tailgate to provide a watertight seal between the body and the tailgate 50" up each side minimum. Seal must be installed on the tailgate.

Tailgate must be equipped with a tailgate ajar switch with a light fixed in the cab and an external audible alarm, which complies with the ANSI standards to warn the driver when the tailgate is partially opened.

Steps are to be provided on each side of the tailgate, with grab handles located conveniently. The steps must be made out of grip strut open grate material which will comply with ANSI standards.

Packing Mechanism

Packing controls shall be mechanical lever operated. The packing control handles must be dual levers and must be able to reverse the packing mechanism at any position in the cycle or stop any movement of packing panel by returning the control levers to their neutral position.

Controls for the packer mechanism shall be located at the curbside of the hopper opening. The controls shall be manually operated. Control valve shall be externally located on curbside hopper wall. Control handle linkage will be attached directly to the valve spools without the use of bell cranks or other linkage.

Total packing cycle time to be a maximum 28 to 30 seconds. Operator reload time shall be no greater than 10 to 12 seconds.

Packing mechanism shall consist of two (2) primary structures; the sliding fallback shield and the packing panel.

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

Sliding fallback shield shall be of the free floating design. Mechanisms incorporating slots, rollers, slide blocks or external link arms are not acceptable.

Sliding fallback shield face plate shall be constructed from minimum 3/16" 100,000 PSI yield steel reinforced with formed channel members fabricated from minimum 3/16" 50,000 PSI yield steel. Side plates shall be fabricated from minimum 1/4" 100,000 PSI yield steel.

Packing panel shall be of the free floating design. Mechanisms incorporating slots, rollers, slide blocks or external link arms are not acceptable.

Packing panel face plate shall be constructed from 1/4" 100,000 PSI yield steel. Packing edge minimum 1/4" 100,000 PSI yield wear plate backed by approximate 8" x 3" x 1/4" wall rectangular tube. Reinforced by five (5) approximately 6" x 4-7/16" formed channels of minimum 12 gauge 50,000 PSI yield steel.

Packing cylinders shall generate 120,000 pounds of compaction force.

Packing cylinders are to be 6" I.D. double-acting cylinders. Sweep cylinders are to be 4" I.D. double acting hydraulic cylinders.

When the packing mechanism reaches the rear most position, the packer must stop approximately 14" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle.

Packing panel is to compact material into the body against the ejector panel for a tighter, denser load.

Ejection System

Unloading shall be by ejection method with a telescopic cylinder operating the ejector panel the full length of the body.

Ejector panel shall be powered by a double-acting, telescopic hydraulic cylinder.

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

Ejector panel must be designed to act as a bulkhead against which refuse is compressed by the packing panel.

Ejector panel face to be constructed from minimum 10 gauge 100,000 PSI yield steel with minimum 10 gauge 50,000 PSI yield steel gussets and approximately 4" X 3" X 3/16" wall rectangular tubes. Panel lower face shall be minimum 3/8" angle 50,000 PSI yield steel boxed with minimum 1/4" angle 50,000 PSI yield steel.

Ejector panel is to travel the full length of the body in floor level tracks and be equal in area to the cross section dimensions of the body.

Ejector panel shall travel on four (4) steel guide shoes, approximately 1" x 2-1/2" x 12" long in floor level tracks at the inside corners of the floor and sidewall. Ejector panel tracks to be approximately 6" @ 12,000 lbs. ship channel, reinforced.

Ejector panel tracks that are an integral part of body floor or tracks that are in a trough below floor level are not acceptable.

Ejector panel shall have no protrusions so that in its rearmost position it will not be damaged if the tailgate is closed with the panel fully rearward.

Controls

Ejector panel and tailgate lock/unlock raise controls shall be located streetside at the forward end of the body. An additional throttle advance switch shall be located within reach to the ejector panel and tailgate controls.

Packing control levers must be capable of full reversing the packing cycle and of lifting the packer panel at an angle of approximately 90 degrees away from any object in direct contact with the edge of the panel.

Automatic throttle advance shall be provided.

A buzzer shall be provided at both sides of tailgate to signal driver in cab.

PTO controls shall be cab mounted

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

Hydraulic System

Complete hydraulic system with hydraulic pump minimum 30 GPM @ approximately 1200 RPM minimum and shall have a minimum 2500 PSI working pressure. Working pressure of packing mechanism shall be 2000 PSI.

Factory sealed relief valve set at a maximum of 2500 PSI to protect all components from excessive pressure.

Hydraulic oil reservoir must have a minimum capacity of 67 gallons and be located curbside, mounted inside lower front corner of body.

Hydraulic oil reservoir shall be equipped with filter breather, clean out cover, oil sight gauge and shut off valve in the suction line.

Hydraulic system shall be protected by a 10 micron return line filter with a visual indicator and a 100 mesh reusable suction line strainer.

High pressure hydraulic tubes shall be corrosion protected using Zinc Di-Chromate coating and clamped using bolt on molded clamps. All high pressure hoses shall have a protective nylon sock and designed to withstand four (4) times working system pressure.

Hydraulic system shall contain the following cylinders. All cylinders are to have "V" type packing.

Two (2) packing cylinders, cushioned, approximately 6" I.D. double-acting with two 3/4" hardened chrome plated rods and a stroke of approximately 42".

Two (2) sweep cylinders, approximately 4" I.D. double-acting with two 3/4" hardened chrome plated rods with a stroke of approximately 28".

One (1) ejection cylinder approximately 6-1/2", 3 stage D.A. telescopic, approximately 124" stroke.

Two (2) tailgate lift cylinders, approximately 4" double-acting with two 1/2" chrome plated rod and a stroke of approximately 35".

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

Two manually operated sectional control valve assemblies must be provided with sufficient capacity to operate all hydraulic components. A regeneration valve is to be used to increase the speed of the packing cylinder. Front control valve shall be two (2) spool sectional type. Rear control valve shall be three (3) spool sectional type with third spool for use with optional container handling devices.

For ease of service, the hydraulic valve assemblies, including relief valve, must be located so that at no time or load condition will it be necessary to remove the load in order to obtain access to the valve assemblies.

Lubrication

All packing wear points to be equipped with grease fittings.

Lighting

All body lighting and reflectors shall comply with D.O.T. and FMVSS #108 regulations.

Wiring harness in round convoluted soft conduit to be provided. Wiring harness to be color coded and numbered, with automotive type plug in connectors.

Light package to include:

- (2) 4" high mount stop / tail
- (2) 4" high mount turn / tail
- (2) mid body turn signals (one each side)
- (1) center mount brake light
- (2) 2-1/4" oval low mount stop / tail
- (2) 2-1/4" oval low mount turn / tail
- (1) 4" low mount back up light
- (1) license plate light

All clearance, tail, stop and back-up lights shall be LED plug in type, grommet mounted, shock resistant, waterproof, with Lexan lens. They shall be Truck-Lite or approved equal.

DEALER SPECIFICATIONS

CITY SPECIFICATIONS

DEALER SPECIFICATIONS

Paint

Body shall be cleaned and shot blasted with weld slag removed. Primed and painted white Powder Coat Paint. Body and accessories painted white with urethane enamel.

Cart Tippers

Two (2) Bayne TL1120 cart tippers NO EXCEPTIONS with double tap-in kit and mounting plate shall be installed and plumbed to only allow cart tippers to be operated when the packing blade is not in operation.

Mounting

Body to be mounted on a new 2004 Crane Carrier chassis Model LET-2 provided by the City of Roanoke w/Cummins ISL 330 HP engine and Allison HD456OP; 5 speed automatic transmission, 62,000 lb. GVWR

Camera System

(1) One Intec CVC460HXL camera (or approved equal) mounted at the top rear middle of body and directed downward for viewing; Camera to be wired into an Intec CVM640LCD LCD color monitor (or approved equal) to be mounted in the cab.

Manuals

(2) Two complete sets of operator, parts, and service manuals for each unit.

Training

Successful Bidder shall schedule with Demond Hammond, Project Specialist, (540) 853-5461 and provide an "on-site" operator training and a technical "hands-on" mechanic training for shop mechanics. In addition vendor shall provide a full in-depth factory training school for (2) two mechanics off-site.

CITY SPECIFICATIONS

DEALER SPECIFICATIONS

Warranty

Successful Bidder warrants that equipment furnished on this Invitation to Bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident shall be replaced free of charge for twenty-four (24) months from respective dates the machine is put in service. Such warranty is to include all parts, labor, freight, and travel to site wherever equipment is down (Citywide locations). In addition, any specific provisions in manufacturer's standard warranty, which exceed the above requirement, shall become part of the warranty on this bid.

ATTACHMENT C

To

IFB #07-11-02

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until the contractor has provided proof of the required insurance under this Section, and that such insurance has been approved by the City.

1 For All Contracts, the following minimum insurance requirements apply:

A. Workers' Compensation and Employers' Liability:

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by accident each occurrence \$500,000 bodily injury by disease (policy limit), \$100,000 bodily injury by disease each employee

B. Commercial General Liability:

\$1,000,000 general aggregate
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal and advertising injury
\$1,000,000 each occurrence

Coverage is to be written on an "occurrence" basis and such coverage shall include broad form extension endorsements for both liability and property damage.

~~C.~~ Automobile Liability:

Limits for vehicles owned, non-owned or hired or borrowed shall not be less than:

\$1,000,000 Limit per occurrence

2 Proof of Insurance Coverage: The policies of insurance required shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

A. The Contractor shall furnish the City with the required Certificates of insurance showing the insurer, type of Insurance, policy number, policy term, and the limits for liability coverages.

B. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation coverage. With respect to Workers' Compensation coverage, insurance shall contain a waiver of subrogation in favor of the City.

ATTACHMENT D

To

IFB #07-11-02

CITY OF ROANOKE - PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. **Invoicing.**

All invoices shall be sent to:

City of Roanoke
Finance Department
Noel C. Taylor Municipal Building, Room 461
215 Church Avenue SW
Roanoke, VA 24011

If any questions, contact Accounts Payable at (540) 853-2824

3. **Termination for Default and Convenience.**

- A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.
- C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sales Tax Exemption.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

8. **Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination, Inside Delivery unless otherwise noted on this Purchase Order. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. **Inspection.**

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to the City do not fully conform with the provisions hereof, the City shall have the right to reject and return such nonconforming items.

10. Insurance.

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. Warranty.

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.

12. Independent Contractor.

The relationship between Vendor and the City is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. Nondiscrimination.

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

14. Drug-Free Workplace.

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. Faith-Based Organizations.

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

16. Assignment.

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. Successors and Assigns.

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. Indemnification.

Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. Acceptance – Entire Agreement - Modification.

Acceptance of this Purchase Order shall may be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

END